

CONTRACT FOR MEDICAL EXAMINER SERVICES

THIS AGREEMENT made and entered into this 1st day of October, 2012, by and between MARION COUNTY, a political subdivision of the State of Florida, hereinafter called "MARION"; Sumter, Marion, Lake, Citrus and Hernando Counties, Florida, each a separate and distinct political subdivision created by the State of Florida, hereinafter collectively referred to as the "COUNTIES"; and MEDICUS FORENSICS, P.A., a Florida corporation owned by Barbara C. Wolf, MD, hereinafter called "MEDICAL EXAMINER." From time to time in this Agreement, MARION, COUNTIES AND MEDICAL EXAMINER may collectively be referred to as the "PARTIES."

RECITALS:

WHEREAS, the provision of medical examiner services detailed in Section 406.11, Florida Statutes, is an integral part of the criminal justice system; and

WHEREAS, Dr. Wolf has been appointed by Governor Rick Scott, State of Florida, to serve as the District 5 Medical Examiner; and

WHEREAS, the Boards of County Commissioners of District 5 are responsible for the payment of the Medical Examiner's fees, salaries, transport costs, facility and expenses pursuant to Section 406.06(2) and §406.08(1), Florida Statutes.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, together with the above Recitals which are hereby incorporated into this Agreement, the PARTIES stipulate and agree as follows:

1. DEFINITIONS.

Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

"ACT" means Chapter 406, Florida Statutes, and Chapter 11G, Florida Administrative Code.

“ASSOCIATE MEDICAL EXAMINER” means a pathologist hired by and serving at the pleasure of the MEDICAL EXAMINER pursuant to his/her authority under Section 406.06, Florida Statutes.

“COUNTIES” means Sumter, Marion, Lake, Citrus and Hernando Counties, Florida, political subdivisions created by the State of Florida.

“MARION” means Marion County, Florida, a political subdivision created by the State of Florida.

“CREMATION AUTHORIZATION” means any cremation, burial-at-sea, or disposition by anatomic dissection approval produced pursuant to Ch. 406.

“COMMITTEE” means the District 5 Medical Examiners Committee.

“DISTRICT” means Medical Examiner District 5 that includes Sumter, Marion, Lake, Citrus and Hernando Counties.

“FUNCTION-RELATED EQUIPMENT” means major permanent items/equipment that are integral to the services provided by the Office of the Medical Examiner. It includes all computers, software, video equipment, cameras, office machines, office furniture, medical instruments, X-ray machines, laboratory instruments, and other equipment owned by Lake County or by COUNTIES.

“INDIGENT/UNCLAIMED DECEDENT SERVICE” means a program paid for and run by the COUNTIES that arranges for the timely storage and/or disposition of indigent and/or unclaimed decedents.

“MEDICAL EXAMINER” means Barbara C. Wolf, M.D./Medicus Forensics, P.A.

“MEDICAL EXAMINER PROPERTY” means all equipment (such as vehicles) purchased and/or owned by the MEDICAL EXAMINER that would remain in the possession of the MEDICAL EXAMINER in the event of termination of this contract.

2. PURPOSE.

The MEDICAL EXAMINER agrees to furnish all services, personnel, labor and necessary materials not otherwise provided for herein, to serve as the District 5 Medical Examiner.

3. SCOPE OF SERVICES.

The MEDICAL EXAMINER is responsible for all duties and responsibilities outlined in the ACT, including, but not necessarily limited to, Medical Examiner body transport. These services shall also include the completion of death certification of all decedents accepted for jurisdiction during the contract period. Specifically, MEDICAL EXAMINER shall insure that all reports and death certificates of cases accepted shall be finalized even if said completion should occur after the time of contract expiration or termination, unless otherwise directed by the COUNTIES. If necessary, the MEDICAL EXAMINER shall be responsible for completing the cause of death certification, autopsy reports, and other related paperwork required under the ACT for cases accepted prior to the applicable term of this Agreement. However, the MEDICAL EXAMINER shall not be responsible for the payment of invoices or fees remaining or generated from examinations or cases accepted by any previous District 5 Medical Examiner or Interim District 5 Medical Examiner.

If this Agreement remains in effect for a period of one year or more, the MEDICAL EXAMINER shall, at the termination of this Agreement, provide to the next District 5 Medical Examiner, an employee handbook, Standard Operating Procedure Manual, Drug Free Workplace Manual, budget documents, and all other materials and references necessary for the continued, seamless operation of the District 5 Medical Examiner Office. MEDICAL EXAMINER agrees to make these documents and manuals available for inspection by COUNTIES on or before the one-year anniversary of the Agreement.

The COUNTIES/COMMITTEE shall assume all responsibility for billing and collecting CREMATION AUTHORIZATION fees, if any, and shall assume any liability associated with

the billing and collection of CREMATION AUTHORIZATION fees. The COMMITTEE shall be responsible for setting the CREMATION AUTHORIZATION fee amount. MEDICAL EXAMINER shall provide information related to CREMATION AUTHORIZATIONS given under section 7, REPORTS. If COUNTIES choose to bill for CREMATION AUTHORIZATIONS, MEDICAL EXAMINER, as part of his/her official duties under the ACT, shall not be expected or required to withhold CREMATION AUTHORIZATION numbers from funeral directors for lack of payment to COUNTIES/COMMITTEE.

The COUNTIES shall continue to maintain and provide a program for the disposition of indigent and/or unclaimed decedents during the entire term of this contract. The INDIGENT/UNCLAIMED DECEDENT SERVICE shall be in place to provide disposition of such remains in a timely manner. The COUNTIES and COMMITTEE acknowledge that the District 5 Medical Examiner facility is not the proper place for long term storage of indigent or unclaimed identified decedents and shall operate/manage the INDIGENT/UNCLAIMED DECEDENT SERVICE in such a manner that no indigent and/or unclaimed identified decedents are stored in the District 5 Medical Examiner facility more than one week after the MEDICAL EXAMINER completes the duties required under the ACT as per COUNTIES' contracts with funeral homes.

Any litigation regarding the work, lack thereof, or court testimony of previous District 5 or Interim District 5 Medical Examiners is specifically beyond the scope of services of the MEDICAL EXAMINER as described under Section 15, INDEMNIFICATION. The MEDICAL EXAMINER shall make reasonable efforts to resolve any outstanding issues with the work of the previous District 5 Medical Examiners; however, it is expected that the COUNTIES shall make every effort to resolve these issues prior to the period defined in this contract.

Services provided by any professional staff as an expert witness or private consultant on non-medical examiner cases originating inside or outside of the DISTRICT or on medical examiner cases originating outside of the DISTRICT are outside the SCOPE OF SERVICES of this Contract. Services provided by any professional staff as an expert witness, or any work on

Medical Examiner cases originating outside the DISTRICT, if provided within the District 5 Medical Examiner facility, shall be reported on a monthly basis to the COMMITTEE, and fees for use of the District 5 Medical Examiner facility shall be ten dollars (\$10.00) per billable hour payable to MARION.

4. TERM.

The term of this Contract is for the period from October 1, 2012 (00:00 hours), through September 30, 2013 (23:59 hours).

5. COMPENSATION.

The COUNTIES agree to compensate the MEDICAL EXAMINER for services at the annual rate of TWO MILLION, SIX HUNDRED AND TWENTY-SIX THOUSAND, FOUR HUNDRED SIXTY-EIGHT DOLLARS AND 52/100 (\$2,626,468.52), to be paid in twenty-six (26) bi-weekly installments of ONE HUNDRED ONE THOUSAND, EIGHTEEN DOLLARS AND 2/100 (\$101,018.02) by September 30, 2013. The MEDICAL EXAMINER and the COUNTIES stipulate, agree and understand that the terms of this Contract contemplate the anticipated normal activities and workload of the MEDICAL EXAMINER based upon past statistics and reasonable projections. Specifically, the MEDICAL EXAMINER, COUNTIES and COMMITTEE acknowledge that the maximum payable amount of this Agreement is arrived at without consideration of natural or man-made disasters or occurrences of an unusual nature or magnitude, such as would necessitate extraordinary expenditure on the part of the MEDICAL EXAMINER in fulfilling his/her obligation under the ACT. This includes expenses for exhumation when indicated by investigation or other unforeseeable occurrences. The COUNTIES and COMMITTEE agree that in the event of such disaster(s) or occurrence(s), it shall reimburse the MEDICAL EXAMINER for all such related extraordinary expenses as are submitted to and approved by the COMMITTEE.

The COUNTIES performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners of each respective county to this Agreement.

For cases accepted during the contract period and as long as this Agreement is in place, the MEDICAL EXAMINER shall not charge the State Attorney or Public Defender of the Fifth Judicial Circuit, or any Court appointed attorney, any fees for expert witness services. After the termination of this Agreement, the MEDICAL EXAMINER may charge such expert witness fees for such cases unless prohibited from charging by law. The MEDICAL EXAMINER shall provide a summary of the total number of hours spent by the MEDICAL EXAMINER and professional staff on such activities during the contract period as described under Section 7, REPORTS.

The COUNTIES, the COMMITTEE, and the MEDICAL EXAMINER recognize that except for the Section 5 exceptions above, the compensation described above is all inclusive and includes the fees for disposable supplies, staff, toxicology, histology, travel, cellular telephone service and all other specialized laboratory and medical testing except as specified in Sections 8 and 9 below. The fees for such are to be paid by MEDICAL EXAMINER from the compensation specified in this section. The choice and extent of use of these services are exclusively that of MEDICAL EXAMINER. All losses and, conversely, all gains are the responsibility and property of MEDICAL EXAMINER as necessitated by Section 15, INDEMNIFICATION.

6. METHOD OF PAYMENT.

MARION having received allocated payments from the COUNTIES for administering the MEDICAL EXAMINER, shall provide MEDICAL EXAMINER the twenty-six (26) bi-weekly in arrears payments, contemplated by Section 5, via direct deposit into an account to be specified by MEDICAL EXAMINER.

7. REPORTS.

Annual Report

The MEDICAL EXAMINER agrees to provide the COMMITTEE with an annual report which shall include at a minimum, the following:

1. A report showing yearly totals for each function performed by the MEDICAL EXAMINER to include the number of autopsies and cremation approvals (including case number, approval number and funeral home/crematory) by county and by funeral home/crematory.
2. If applicable, a listing of any case for which the death certificate has been pending for more than ninety (90) days along with an explanation for the delay.
3. A summary of the total number of hours spent by the MEDICAL EXAMINER and professional staff in the Fifth Judicial Circuit Courts of the State of Florida in any criminal cases directly related to SCOPE OF SERVICES.

8. FACILITY AND EQUIPMENT.

COUNTIES agree to provide and maintain, at no cost to MEDICAL EXAMINER, a facility in which to provide his/her services, and COUNTIES further agree to provide function-related equipment (except motor vehicles) reasonably required to perform the duties listed under the SCOPE OF SERVICES. This includes all non-disposable furniture, computers, software, equipment and materials. The COUNTIES shall fund as part of the compensation referenced in Section 5, these non-disposable items, property insurance (including property liability), facility and equipment maintenance and repair, landscape services, bio-hazardous waste removal, audit fees (if applicable), leases on equipment; and any other item the COUNTIES choose to fund in other controlled expense line items. Prior to purchasing function-related equipment in excess of one thousand dollars (\$1,000.00), MEDICAL EXAMINER agrees to notify the COMMITTEE to obtain its approval and to otherwise explore all other options, including use of surplus equipment. MEDICAL EXAMINER agrees to purchase all function-related equipment through MARION in accordance with any purchasing ordinance or purchasing procedure of MARION. The MEDICAL EXAMINER may purchase additional MEDICAL EXAMINER property

at its own expense, said property to remain the property of MEDICAL EXAMINER at the expiration or termination of this Agreement. A separate listing of significant MEDICAL EXAMINER property that is housed within the District 5 Medical Examiner facility shall be supplied to the COMMITTEE. MEDICAL EXAMINER agrees that responsibility for care and maintenance of such property is his/hers alone and the COUNTIES assume no liability for damage to or loss of MEDICAL EXAMINER property. As required by Chapter 406, the COUNTIES agree to provide the facilities and maintenance necessary for the performance of the duties of MEDICAL EXAMINER. The administration and coordination of maintenance, repair, and general welfare of the facility will be supplied by MARION as with any other MARION owned facility. All personnel that work and hold offices within the Medical Examiner facility shall be employees of the MEDICAL EXAMINER.

9. UTILITES.

The COUNTIES shall assume the reasonable cost of any water, gas, heat, power, cable media service, local phone service, waste removal, and grounds maintenance which is furnished to the District 5 Medical Examiner facility. MEDICAL EXAMINER shall provide janitorial services and pay for long-distance telephone charges for the District 5 Medical Examiner facility. The COUNTIES reserve the right to provide other services as deemed in the best interest of the COUNTIES in extraordinary circumstances.

10. AMENDMENT.

This Contract may be amended at any time provided such amendment is in writing and signed by each of the parties.

11. TERMINATION.

This Agreement shall be terminable at will at the option of the Medical Examiner or the COUNTIES upon furnishing of ninety (90) days written notice to the other party.

12. INDEPENDENT CONTRACTOR.

It is mutually agreed that MEDICAL EXAMINER, and the staff of the MEDICAL EXAMINER, are and shall remain independent contractors and are not employees or agents of the COUNTIES.

13. PROFESSIONAL LIABILITY INSURANCE.

The MEDICAL EXAMINER shall obtain professional liability insurance with limits of not less than one million dollars (\$1,000,000.00) which shall provide coverage for all services and employees provided under the terms of this Agreement. The professional liability insurance shall list the COUNTIES as additional or co-insured.

The COUNTIES agree to pay the cost of such insurance coverage for the MEDICAL EXAMINER as required under the ACT; such costs are included in the MEDICAL EXAMINER compensation provided for in Section 5 of this Agreement. The MEDICAL EXAMINER's policy and coverage shall be provided to the COMMITTEE upon request.

Should the MEDICAL EXAMINER's professional liability insurance fail to, or during the terms of this Agreement, cease to cover the SCOPE OF SERVICES required, the MEDICAL EXAMINER shall, within twenty-four (24) hours of his/her knowledge of same, notify the COMMITTEE and procure new or endorsed coverage for the services provided under this Agreement. Failure to comply with this notice provision shall render this Agreement subject to termination upon ten (10) days written notice to the MEDICAL EXAMINER by the COMMITTEE or COUNTIES.

14. NON-DISCRIMINATION.

The MEDICAL EXAMINER shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of age, sex, race, color, religion, national origin, or disability. The MEDICAL EXAMINER shall, during the performance of this

Agreement, comply with all applicable provisions of federal, state, and local laws and regulations pertaining to prohibited discrimination.

15. INDEMNIFICATION.

The MEDICAL EXAMINER shall indemnify, pay the cost of defense, including reasonable attorney's fees and costs, and hold harmless the COUNTIES from any and all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property as a result of any act or omission of MEDICAL EXAMINER, or any of MEDICAL EXAMINER'S agents or employees, including but not necessarily limited to injuries or damages sustained in consequence of any neglect in the safeguarding of work; or on account of any act or omission, neglect or misconduct of the MEDICAL EXAMINER; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTIES or related to such claims arising as a direct result of defects, damage, or failure of the Medical Examiner facility. The MEDICAL EXAMINER shall be responsible for all uninsured losses related to his/her statutory duties. The COUNTIES stipulate that all hiring, firing, and other management issues are the sole responsibility of the MEDICAL EXAMINER.

The MEDICAL EXAMINER shall not indemnify the COUNTIES for any claims arising as a result of termination of the contract as described under Section 4. TERM or Section 11. TERMINATION.

To the extent allowed by Section 768.28, Florida Statutes, the COUNTIES shall indemnify, pay the cost of defense, including reasonable attorney's fees and costs, and hold harmless the MEDICAL EXAMINER from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the COUNTIES, or any of its agents or employees; or by, or in consequence of any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of

any previous District 5 or Interim District 5 Medical Examiner employed or managed by COUNTIES, their appointed Associate Medical Examiners, District 5 Medical Examiner employees, or employees/contractors of the COUNTIES as related to activities of previous District 5 or Interim District 5 Medical Examiners; however, nothing contained in this section shall be deemed to be a waiver of COUNTIES sovereign immunity as provided by Florida law. The COUNTIES' agreement to indemnify, defend and hold harmless the MEDICAL EXAMINER includes any suit brought related to District 5 Medical Examiner casework or a District 5 or Lake County employee or employment related matter that occurred prior to October 1, 2008 and/or prior to the term of this Agreement. The COUNTIES shall also indemnify and, if necessary compensate, the MEDICAL EXAMINER for any suits or losses related to deficiencies in the INDIGENT/UNCLAIMED DECEDENT SERVICE or facility defects/failures of the District 5 Medical Examiner facility unless such losses are related to the negligence of the MEDICAL EXAMINER or employees of the MEDICAL EXAMINER.

16. SEVERABILITY.

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term or condition held to be illegal or void renders the balance of this Agreement to be impossible to perform.

17. AUDITS.

The MEDICAL EXAMINER shall retain all records relating to this Agreement. All records shall be subject to audit by the COUNTIES. The COUNTIES shall not include and commingle any audit of the MEDICAL EXAMINER with an audit of records from any previous District 5 or Interim District 5 Medical Examiner.

18. GOVERNING LAW.

The laws of State of Florida shall govern this Contract.

19. CONTRACT MANAGEMENT.

The COUNTIES designate the following person as the Contract Manager:

Dr. Lee Niblock, Marion County Administrator.

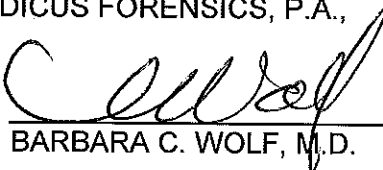
The MEDICAL EXAMINER designates the following person as the Contract Manager:

Barbara C. Wolf, M.D., Medical Examiner.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in counter parts effective on the date executed.

MEDICUS FORENSICS, P.A.,

BY:


BARBARA C. WOLF, M.D.

07-26-2012
DATE


WITNESS:


WITNESS:

ATTEST

SUMTER COUNTY BOARD OF
COUNTY COMMISSIONERS

GLORIA HAYWARD, CLERK

GARRY BREEDEN, CHAIR

DATE

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

BY:

COUNTY ATTORNEY